INTERLOCAL AGREEMENT FOR 4/7 CAREER STAFF COVERAGE

"24/7 CAREER STAFF COVERAGE" ADDENDUM A2 – COST SHARING

This Inter-Local Agreement Addendum A2 is made on this <u>20+44</u> day of April, 2022 by and between the Boards of Fire Commissioners of Gloucester Township Fire Districts #2 and #4 (hereinafter referred to as the "Fire Districts"). This addendum replaces and supersedes Addendum A2 dated May 6, 2020.

WHEREAS,

the Fire Districts have entered into a 24/7 career staff inter-local services

agreement, and

WHEREAS,

the Fire Districts have agreed to equally share the costs of the program, and

NOW THEREFORE

the Fire Districts have agreed to the following cost share arrangements:

1. The Fire Districts have agreed to joint ownership of a 2021 Pierce Enforcer fire apparatus, VIN 4P1BAAFF6MA023071, purchased in June of 2021 (hereinafter referred to as Squad 88), for use by firefighters assigned to the Career Staff Shared Services program. Due to legal and financing constraints, the apparatus title, registration, insurance and financing documents will list Gloucester Township Fire District 4 as the owner.

The Fire Districts agree to the following:

- The ownership and financial documents notwithstanding, the apparatus is jointly owned by the Fire Districts. Therefore, all decisions regarding the apparatus design, color, markings, equipment, housing, maintenance and use are to be made jointly by the Fire Districts, and neither district will be permitted to make unilateral changes without the agreement of the opposing district.
- All Squad 88 apparatus costs, including but not limited to; purchase, financing, any and all
 insurances, maintenance and use of the apparatus will be shared equally.
- Should either district decide to terminate their shared interest in the Squad 88 apparatus, they shall be required to provide the opposing district with written notice a minimum of 90 days prior to said termination.
 - The district terminating the agreement shall be responsible for any financing penalties or costs incurred.
 - o If the termination is by mutual agreement, the costs will be shared equally.
- In the event of a lawsuit filed as a result of a crash or other event involving the shared apparatus, all liabilities will be shared equally.
- If a decision is made to sell the apparatus, any profit resulting from the sale shall be shared equally by the districts.

2. As of the date of this agreement, the Fire Districts agree to share the use of a 2004 Pierce Lance Pumper, VIN 4P1CL01H44A004553 as a reserve pumper (hereinafter referred to as Engine 88). Although the apparatus was purchased and is still owned by Fire District 2, the Fire Districts have agreed that each district will have equal access to the apparatus when needed to fill in for an out of service front-line apparatus, and/or if needed for special details.

The Fire Districts further agree to the following:

- Effective January 1, 2022, all costs for Engine 88 will be shared equally by the districts during the term of this agreement, including but not limited to; any and all insurances, maintenance and costs for use of the apparatus.
- Should either district decide to terminate their shared interest in the Engine 88 apparatus, they
 shall be required to provide the opposing district with written notice a minimum of 90 days prior
 to said termination.
- In the event of a lawsuit filed as a result of a crash or other event involving the shared apparatus, all liabilities will be shared equally.
- All decisions regarding the apparatus design, color, markings, equipment, housing, maintenance
 and use are to be made jointly by the Fire Districts, and neither district will be permitted to
 make unilateral changes without the agreement of the opposing district.
- It is further agreed that use of the apparatus will be governed by a policy to be agreed upon by both districts.
- In entering into this agreement, District 2 acknowledges the cumulative value of the \$1,200 per month Depreciation Fee paid by District 4 from January of 2019 to June of 2021, and has agreed to the shared use of the apparatus without any financial consideration beyond the shared costs noted above.
- 3. Fire District 4 agrees to reimburse Fire District 2 one half of any costs incurred for Platoon C supervision. Supervision costs shall be defined as hourly Acting Officer Compensation or, in the case of a member being promoted, one half of the difference between the member's firefighter salary and the salary earned as a result of the promotion. In the event that a District 4 employee serves as a Platoon C supervisor, District 2 will reimburse District 4 via the same procedure.
- 4. The Fire Districts agree to reimburse each other for any personnel costs incurred as a result of a shift vacancy caused by the absence of a member of the opposing district. As an example, a District 4 career firefighter works an overtime shift resulting from the absence of a District 2 Firefighter. In that situation, District 4 will pay their employee, and bill District 2 for the cost. The same procedure will apply to the use of Substitutes.

5. Each district will bill the opposing district on a quarterly basis for any costs incurred, and each district agrees to pay the invoice no later than the second meeting following the presentation of the request.
6. Billing disputes will be handled via the Conflict Resolution Procedure outlined in Addendum A3.

DATED: 4/20/2022

George H. Genzel

Chairman – Fire District #2

Kévin Donahue

Secretary – Fire District #2

David Vapnoni

Chairman - Fire District #94

Michael R. Jones

Secretary - Fire District #4